

## OGC Has Reviewed

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Chief, Fiscal Branch

31 August 1949

Office of General Counsel

Invitation No. CY-11-49

STATINTL

Contractor agreed to load his trucks at origin (port) and unload at destination; assuming responsibility for the goods en route. He was also required to provide sufficient number of trucks to enable the entire shipment to be moved from the docks to the warehouse on the same day of arrival. Considerable difficulty was encountered in unloading a 10,000 gallon tank which comprised part of the goods to be transferred and, when it was discovered that the dock-side crane was inadequate to handle this tank, it was eventually towed ashore and rolled onto a special truck by hand. Unfortunately, the weight of the tank is not given. Although it would appear from [redacted] type of [redacted] June (see subparagraph d.) that the contractor was aware of the size and dimensions of the tank and apparently expecting it, nevertheless the original contract calls only for "transporting equipment and supplies packed in wooden boxes and crates". If the other material, exclusive of the tank, totalled the contractual amount of 23 tons 319 lbs. then, of course, the additional charge for the use of the special truck would be justified. If the tank, however, were included in the 23 tons and 319 lbs. of the original agreement, then it does not appear that the contractor had been put to any particular hardship but had simply made a bad guess on a business risk.

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2. Apparently some of the material that was crated was misplaced and either (1) inadvertently withheld by the shipping agent on the dock, or (2) unloaded after all the trucks had been dismissed from the dock with their cargo. In any event, an additional truck was acquired the following day to pick up this material and take it to the warehouse, and it seems justifiable to reimburse the contractor for the additional cost of its use. However, he has submitted a charge on a round trip basis and, unless this was the same manner of charging utilized in the initial contract, it would appear he was entitled only to the hire for a loaded run.

3. The file is submitted herewith for consideration in accordance with our telephone conversation of this date.

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cc: Subject  
Chrono  
Legal Decisions